

Terms & Conditions - CAST CHALLENGE

Version 3, June 28th 2022

ARTICLE 1 – PREAMBLE

The following terms and conditions (the “**T&Cs**”) (i) govern the application process related to the participation to the CAST CHALLENGE, and (ii) set out the terms and conditions applicable to the organization of the CAST CHALLENGE, once a legal entity has been accepted as a participant to the CAST CHALLENGE.

ARTICLE 2 – ORGANIZATION OF THE CAST CHALLENGE

Societe Generale-Forge, a company incorporated as “société anonyme” and authorized as a French investment firm, with a capital of 7.551.000,10 euros, whose registered office is located at 17 Cours Valmy, 92800 Puteaux, France, and registered with the Trade and Companies Registry in Nanterre under the company registration number RCS 882 696 628 (hereafter referred to as “**Organizer**”) has mandated the company BeMyApp, a French company with a capital of 1.250,00 euros, whose registered office is located 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS) - to organize a digital worldwide hackathon called “**Cast Challenge**” (hereafter referred to as “**CAST CHALLENGE**”) from March 28th 2022 to June 30th 2022.

ARTICLE 3 – OBJECTIVE OF THE CAST CHALLENGE

The aim of the CAST CHALLENGE is to develop, in teams and over a limited amount of time, an innovative solution to one or more of the five use cases which constitute existing operational issues of blockchain-based securities (the “**Security Tokens**”) investors. The solution should be based on an open-source initiative designed to foster adoption of digital assets through legal, operational, and technical frameworks: the Compliant Architecture for Security Tokens framework (or “**CAST Framework**”).

The CAST CHALLENGE is designed to create standardized open-source computer code components (the “**Oracles**”) and/or business and operational rules compatible with the CAST Framework.

Relevant information on the CAST Framework can be found at the following link:
www.cast-framework.com

ARTICLE 4 – PARTICIPATION PROCESS

The CAST CHALLENGE is free and without any purchase obligation.

The Competition is open to all legal entities (i) which have submitted their application for a participation to the CAST CHALLENGE to the Organizer through the dedicated website

(the “**Website**”) or other technological means, and (iii) which have the relevant IT skills, technical skills, design skills, and/or marketing skills necessary to participate to the CAST CHALLENGE (hereafter referred to as “**Participants**”).

Employees of Societe Generale-Forge and BeMyApp and/or their affiliates, as well as anyone who has directly or indirectly contributed to the conception, organization or realization of the CAST CHALLENGE, are ineligible to take part in the CAST CHALLENGE.

The registration for the Competition is open from **January 11th 2022 until March 21st 2022**. The hackathon will take place from **March 28th 2022 until June 30th 2022**.

Only one registration per legal entity is allowed during the entire duration of the Competition.

Phase 1: Registration process

- Date: Between January 11th 2022 and March 21st 2022.
- Object: Every legal entity wishing to participate can register online on the dedicated application form accessible on the following website: www.cast-challenge.com. Registrants must notably accept the T&Cs and provide the following information: name of the legal entity, identification of the project’s team members (last name, first name, phone number, email and professional profile) and contact details for the purpose of the CAST CHALLENGE, as indicated on the dedicated application form. This information is required for the completion of their application.

By submitting their application to the CAST CHALLENGE to the Organizer, each candidate guarantees that the information entered during its application to the CAST CHALLENGE is complete and accurate. Any false, incorrect or incomplete information will automatically result in the application being rejected.

The Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the CAST CHALLENGE standards and the requirements set out in the T&Cs appendices.

Phase 2: Shortlisted participants announcement

- Date: On March 28th 2022 (time to be determined).
- Official publication available online (platform and media)
- Object: The shortlisted participants will be officially announced by the Organizer.

Phase 3: Beginning of the CAST CHALLENGE

- Date: On March 28th 2022 (right after the shortlisted participants announcement).
- Object: Shortlisted participants will start their project of developing one or more Oracles and/or business and operational rules from this date. Teams will have until June 30th 2022 at 23:59 pm Paris time to develop their project(s) and, if the creation of Oracles is a deliverable of the selected use case(s), to publish the source code of the Oracles under the official CAST Framework Github

(<https://github.com/castframework/cast>) under an Apache 2.0 open source license.

At the end of this Phase 3, a jury made of representatives of renowned financial institutions, crypto-companies, and other professionals, including employees from the Organizer's company and external stakeholders, will rate the projects of the Participants.

Phase 4: Jury's selection

- Date: 13th July 2022 at 02:00pm CET
- Online event on the following platform : <https://cast-challenge.bemyapp.com/#/event>
- Object: Jury's deliberation

Phase 5 : Competition results

- Date: 18th July 2022 at 12:00pm CET
- Online event on the following platform : <https://cast-challenge.bemyapp.com/#/event>
- Object: Announcement of winners and prizes

ARTICLE 5 – DETERMINATION OF WINNERS

A selection of winning Participants will be determined by a jury of 5 to 8 members representing renowned financial institutions, experts on security tokens and other professionals. The composition of the jury will be communicated to the Participants at the latest on June 30th 2022.

The jury will designate the winners on the 13th June 2022.

The winners will be selected from among the Shortlisted participants who actually:

- Satisfy the conditions to be fulfilled for participation to the CAST CHALLENGE as set forth in the present T&Cs,
- Have published the source code of the Oracles they developed under the official CAST Framework Github under an Apache 2.0 open source license, if the creation of Oracles is a deliverable of the selected use case(s),
- Satisfy the compliance conditions to be fulfilled (the “**Compliance Requirements**”) to be determined as a winner to the CAST CHALLENGE, as set forth in the present T&Cs.
- Satisfy the technical conditions to be fulfilled (the “**Technical Requirements**”) to be determined as a winner to the CAST CHALLENGE, as set forth in the present T&Cs,
- Have been determined as winners by the CAST CHALLENGE's jury.

The jury will select the winning Teams based notably on the following criteria:

- 1) Innovation
- 2) Business relevance for investors and adequacy to the selected use case
- 3) UI/UX interface/Aesthetics
- 4) Quality of the project

Jury decisions are final and cannot be challenged.

ARTICLE 6 – PRIZES AWARDED

The Competition is endowed with two kind of rewards, depending on the type of Participant:

Startup Award: this type of award is attributed by the CAST CHALLENGE jury to Participants defined by the Organizer as “startups”. It provides the two following consequences:

- Up to EUR 150 000 of prize rewards will be allocated among the winning Participants (accorded to the winning team(s)), and
- A public communication about the award winning to the Competition, drafted in coordination with Societe Generale-Forge.

Institutional Award: this type of award is attributed by the CAST CHALLENGE jury to Participants defined by the Organizer as “large companies”. It provides the following consequence:

- a public communication about the award winning to the Competition, drafted in coordination with Societe Generale-Forge.

In order to maximize the visibility of the winners’ projects, Societe Generale - Forge and its partners, notably potential Lead Manager banks and Broker/Dealers, will propose to institutional issuers and investors to use the Oracles and / or business and operational rules created during the Competition in the context of forecoming Security Token issuances and Security Token refinancing operations.

The Organizer reserves the right, if circumstances so require, to replace the prizes with others of equivalent value, without liability being incurred thereby. There will be no obligation for issuers / investors to use Oracles and / or rules after the CAST Challenge.

ARTICLE 7 – PRIZE ALLOCATION

Prizes will be sent to the winners within a maximum of 4 (four) months, to the address indicated by the winners, subject to the conditions, Technical Requirements and Compliance Requirements as set out under these T&Cs.

In addition, the Organizer cannot be held liable because of an error of routing of the prize or inability to contact the winner.

ARTICLE 8 – COMPENSATION

Participant waives all of its claims regarding compensation against the Organizer due to its participation to the CAST CHALLENGE (in particular with regards to costs incurred for participation such as transport, accommodation, etc.).

ARTICLE 9 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION

The Organizer reserves the right to shorten, extend, modify, or terminate the CAST CHALLENGE, or a part of the CAST CHALLENGE, as a result of a force majeure event without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any means of its choice (including email and/or publication on the Website), and, if the need arises, will communicate to the Participants the new rules applicable or the new ending date of the CAST CHALLENGE, as the case may be. Each Participant may notify the Organizer by email that it refuses the new conditions of the rules applicable to the CAST CHALLENGE, in which case it will be excluded from participating, which it expressly accepts. If no refusal is communicated to the Organizer within 72 hours, the new conditions of the rules applicable to the CAST CHALLENGE will be deemed to have been accepted by the Participants.

In case of a modification to the rules applicable to the CAST CHALLENGE, a cancellation or an interruption of the CAST CHALLENGE, or a reduction or an extension of its length, the Organizer waives all liability and Participants will not be entitled to any compensation.

ARTICLE 10 – FRAUD

The Organizer may cancel all or part of participations in the CAST CHALLENGE if it appears that fraud has occurred in any form whatsoever, in particular computer fraud, during the CAST CHALLENGE. The Organizer reserves, in this case, the right not to award prizes to fraudsters, to disqualify the concerned project and/or to bring actions against the authors of these frauds. The Organizer shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, the Organizer cannot be liable in case of damage, whether material or immaterial, caused during the CAST CHALLENGE and thereafter, to the Participants, to their computing equipment, or to the data, including consequences which may ensue from it on their personal, professional or commercial activity.

ARTICLE 11 – INTELLECTUAL PROPERTY

Oracles under Apache 2.0 open source license. **The aim of the CAST CHALLENGE is to provide all the Oracles created during the CAST CHALLENGE in open source access under the official CAST Framework Github.**

All the Oracles developed during the CAST CHALLENGE should be created by the Participants under an Apache 2.0 open source license.

By joining the CAST CHALLENGE, Participants expressly undertakes to accept and comply with the terms of the Apache 2.0 open source license for the creation of the Oracles created during the CAST CHALLENGE and when using the Oracles as part of their services offering.

Previous knowledge. By joining the CAST CHALLENGE, each Participant, as well as the Organizer, retain full ownership of all technical and/or scientific information and knowledge,

including know-how, data, databases, software (including source code and executable code plans), diagrams, design work, protocols, concepts, ideas, systems, formulas and/or any other type of information, whether patented or not, and/or patentable, and all the intellectual property rights that flow from it, which each Participant as well as the Organizer may hold or dispose of prior to the CAST CHALLENGE and/or develop or acquire independently of the CAST CHALLENGE, individually or with third parties during the duration of the CAST CHALLENGE.

The participation to the CAST CHALLENGE does not convey to any Participant any rights of ownership, including in or related to the Website, the CAST Framework, full or partial right of any kind on the name and trademark "Compliant Architecture for Security Tokens (CAST)" nor on any names and/or brands associated with Societe Generale and/or Societe Generale-Forge, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Societe Generale and/or Societe Generale-Forge, or any of its associated or related companies.

During the CAST CHALLENGE, the Participants shall only use elements which are clear of any rights. Any third-party elements included in the project, including open source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Participant understands that this information is taken into account in the assessment for the allocation of a prize.

The projects developed by the Participants shall not infringe any intellectual property right or images right. Each Participant warrants to the Organizer that their creation does not infringe in any way any third-party rights, and that it obtained, where necessary, the authorization of any third party.

Media and publicity and information to third parties. By joining the CAST CHALLENGE, Participants expressly authorize the Organizer, for free, to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes presented during the CAST CHALLENGE. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes the Organizer, for free, to present all the works realized on all the communication media used in support of this CAST CHALLENGE as well as to mention names, first names and images of the Participants.

By joining the CAST CHALLENGE, each Participant agree to grant the Organizer a non-exclusive, free of charge, worldwide right to use and the distribution of its distinctive signs, including for promotional events occurring after the CAST CHALLENGE. The production and distribution of films and photographs of the event will not lead to any compensation of the Participants.

By joining the CAST CHALLENGE, Participants expressly agree that any public communication (timing, format and content) relating to the CAST CHALLENGE will require the prior approval of the Organizer.

ARTICLE 12 - CONFIDENTIALITY

The Participant acknowledges the confidentiality of all confidential and proprietary information which have been shared with it throughout the CAST CHALLENGE, directly or indirectly, whether orally or in writing or any other form no matter the support, that is designated as confidential or that reasonably should be understood to be confidential given

the nature of the information and the circumstances of disclosure (“**Confidential Information**”). Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (iii) was independently developed without either use of the Confidential Information or breach of any obligation owed to the disclosing party; or (iv) is received from a third party without breach of any obligation owed to the disclosing party; or (v) has fallen in the public domain.

During the whole duration of the CAST CHALLENGE, the Participant will not directly or indirectly use or disclose any Confidential Information with any third party, unless it has obtained a prior written authorization to do so, delivered by the Organizer beforehand. This applies notably to Confidential Information shared with him/her by the Organizer or shared with him/her indirectly upon the execution of these T&Cs. Each Participant agrees to protect the confidentiality of the Confidential Information shared with it throughout the CAST CHALLENGE in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

The Participant commits to delivering any document containing Confidential Information or shared with the Participant upon the execution of this contract, on the Organizer’s simple request. This confidentiality agreement is valid for 24 months from the start of the Second Phase mentioned in this contract.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the CAST CHALLENGE will be properly completed and in particular to allow the Organizer to contact the winner and to award them the prizes in an efficient way and, if the case arises, to publish the list of the winners.

Personal Data you submit when you participate in the Hackathon will be treated in accordance with the Privacy Policy of BeMyApp <http://privacy.bemyapp.com/> and applicable data protection laws.

Participants have the right to access, update and/or obtain deletion of their data by requesting directly to BeMyApp at the address 86 rue de Charonne, 75011 Paris or by going to: data.bemyapp.com.

ARTICLE 14 – RESPONSIBILITY

The Organizer reminds Participants about the characteristics, limitations and risks of the Internet network and accepts no responsibility for any consequences that may occur while they are connected to any website or social media (Discord, etc.) related to the CAST CHALLENGE and during their participation in the CAST CHALLENGE.

The Organizer shall not be made responsible if Participants cannot connect to the Website or any digital tool (online platform, etc.) related to the CAST CHALLENGE due to a technical fault or in the event of any problem linked namely and not exclusively to (1) network overload; (2) an electric or human error; (3) any malicious intervention; (4) any issue related to a phone line; (5) an issue related to hardware or software; (6) a hardware or software

malfunction; (7) a case of emergency; (8) disruptions that may affect the smooth running of the CAST CHALLENGE.

It is the Participant's responsibility to take the appropriate measures to protect its own data and/or software located on its computer equipment, against any violation. The Participant's connection to the Website or any digital tool (online platform, etc.) related to the CAST CHALLENGE and their participation in the CAST CHALLENGE is made under their own sole responsibility. The Organizer shall not be held responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

The Organizer shall not be held responsible if, for any reason, data related to a Participant's registration doesn't reach the company or is illegible or impossible to process.

The Organizer reserves the right to exclude any Participant or person disrupting the CAST CHALLENGE's smooth running. They reserve the right to use any recourse, including suing anyone suspected of cheating, falsifying, or disrupting the process described in the Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organizer to have disrupted the CAST CHALLENGE in any of the ways stated above, will be deprived of the right to obtain any prize, and no claim will be accepted consequently.

Participants remain solely and entirely responsible for the damages caused by them or their equipment to goods or people during the CAST CHALLENGE. Each participant has to assess on its own and cover its risks by its own insurance and renounce any right to resort to the Organizer in that respect.

ARTICLE 16 – APPLICATION OF THE TERMS AND CONDITIONS

This document is accessible on the website dedicated to the CAST CHALLENGE: <https://cast-challenge.com/> during the full duration of the CAST CHALLENGE.

Participation in the CAST CHALLENGE implies full acceptance without reservation of the present T&Cs and the rules provided for the CAST CHALLENGE. Participation in the CAST CHALLENGE is strictly attributed to specific legal entities and the Participant cannot, under any circumstances, be replaced without the prior approval by the Organizer. Any claim relating to the CAST CHALLENGE will be barred after a period of 6 (six) months from the deadline for participation stipulated in Article 1.

The T&Cs and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with French law. Any dispute arising out of or in relation to the Terms and Conditions shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, the parties submit to the exclusive jurisdiction of the Paris courts to decide and settle any claim, dispute or matters arising out of or in connection with the T&Cs or established by them (whether contractual or non-contractual).

Schedule 1 – Compliance Requirements

The Compliance Requirements are the following:

In order to be compliant with KYC-AML checks by the Organizer, each Participant to the CAST CHALLENGE must comply with and be approved through the following KYC-AML requirements (the “**KYC-AML Requirements**”) and have submitted to the Organizer by the end date of the CAST CHALLENGE all requested and accurate supporting documents for a participation to the CAST CHALLENGE (the “**Supporting Documents**”), as described below:

1. Supporting Documents

The Supporting Documents include the following:

- An excerpt from the Participant's incorporation register, dated less than three (3) months at application date;
- The Participant's by-laws;
- A description of the Participant's governance, notably related to their headquarters, share capital, effective directors and governance bodies, Participant's ownership and shareholdings, legal form, proof of its regulatory approval(s) if applicable;
- A list of Participant's contacts for the purpose of notifications occurring under the T&Cs and contact details of the Participant's representatives entitled to engage the Participant as well as the Participant's key people involved in the CAST CHALLENGE;
- Any other criteria deemed relevant by the Organizer.

2. KYC-AML Checks

For compliance purposes, all Shortlisted participants to the CAST CHALLENGE will be subject to know-your-customer and anti-money laundering checks at outset and/or during the duration of the CAST CHALLENGE by the Organizer. The KYC-AML checks will be conducted via electronic means.

The KYC-AML Checks are a pre-requisite for Participants before being awarded as a winner to the CAST CHALLENGE. Any refusal to be subject to the KYC-AML Checks or to comply with the relevant requests from the Organizer would be considered as a legitimate reason for an application decline or an exclusion of the CAST CHALLENGE at the complete discretion of the Organizer. The Organizer reserves the right to reject an application and/or exclude a Participant of the CAST CHALLENGE at any time if the Participant does not comply with the Compliance Requirements or is not acceptable by the Organizer for any regulatory and compliance reason.

Schedule 2 – Technical Requirements

Each Participant to the CAST CHALLENGE must satisfy the following conditions to be fulfilled (the “**Technical Requirements**”) to be determined as a winner to the CAST CHALLENGE, as set forth below:

- Each Oracle created during the CAST CHALLENGE must at least provide a compatibility with the Ethereum and the Tezos distributed ledgers, and
- Each Oracle created during the CAST CHALLENGE will be subject to functional testing to assess the reliability and efficiency of the Oracle's source code.